tel mortgage executed to secure it were transferred to the plaintiff. In replevin to recover the property mortgaged, *held,* that a promissory note may be delivered by the maker to the payee upon condition, or as an escrow. *Tovera* v. *Parker et al.,* (Okla. 1912), 128 Pac. 101.

The cases are in conflict upon this point. The following authorities hold that a note may be delivered to the party in whose favor it is drawn, upon a condition, so that until performance of the condition he acquires no rights to enforce it. *Quebec* v. *Hellman,* 110 U. S. 178; *McFarland* v. *Sikes,* 54 Conn. 250; *Perley* v. *Perley,* 144 Mass. 104; *Bookstaver* v. *Jayne,* 60 N. Y. 146. In *McFarland* v. *Sikes, supra,* the court said: "Such a contract cannot become a binding obligation until it has been delivered. Its delivery may be absolute or conditional. If the latter, then it does not become a binding obligation until the condition upon which its delivery depends has been fulfilled." To the contrary are the following cases: *Neely* v. *Lewis,* 10 Ill. 31; *Roche* v. *Roanoke Seminary,* 56 Ind. 198; *Massman* v. *Holscher,* 49 Mo. 87. In *Madison, etc., Plank Road Co.* v. *Stevens,* 10 Ind. 1, the court said that "parol evidence cannot be given to vary the legal effect of such delivery, or the terms of the instrument delivered." The authorities are uniform in holding that a bill or note, as well as a deed, may be delivered as an escrow to a third party. I DANIEL, NEG. INST. (5 Ed.) §68.

BILLS AND NOTES—NO INTEREST ON NOTE PAYABLE "ONE DAY AFTER DATE WITHOUT INTEREST."—In an action on a promissory note made payable "one day after date * * * without interest," the plaintiff contended that interest should begin to run from the date of maturity. *Held,* the note will begin to bear interest only from the time payment is demanded or suit is brought thereon. *Pierpoint* v. *Pierpoint* (W. Va. 1912) 76 S. E. 848.

The court's conclusion is opposed to the well established principle that where there is a contract to pay money on a day certain, whether such contract be express or implied and the money is not paid when due, interest is recoverable on the amount in default from the day when it should have been paid. *Cheek* v. *Waldrum,* 25 Ala. 152; *Gould* v. *Oneonta,* 71 N. Y. 298; *Foote* v. *Blanchard,* 6 Allen 221. The court lays considerable stress on the fact that the note matured one day after date, and concludes therefrom that the "parties could not reasonably have had in mind the interest for one day." But such conclusion rests neither upon authority nor sound reasoning; on the contrary there is respectable authority opposed thereto. In the following cases it was held that interest should begin to run from the day of maturity, even though the note was payable only one day after date, *Powell* v. *Guy,* 20 N. C. 70; *Carter* v. *King,* 11 Rich. (S. C.) 125. See also *Foster* v. *Harris,* 10 Pa. St. 457. In the principal case the court said that "a note payable one day after date is for all practical purposes a note payable on demand." Consequently it applies the rule applicable to demand notes that interest runs only from the time when a demand is made. *Gould* v. *Emerson,* 160 Mass. 438; *Sanborn* v. *U. S.,* 135 U. S. 271. But there are many practical distinctions between paper payable on demand and paper payable one day after date. Paper payable on demand is due forthwith and suit may be brought

without demand. *Palmer* v. *Palmer,* 36 Mich. 487. The statute of limitations runs against demand paper from the time of its date, if that is coincident with delivery. *Curran* v. *Witter,* 68 Wis. 16.

CONSTITUTIONAL LAW—POLICE POWER—ESTABLISHING A BUILDING-LINE.—A state statute authorized municipalities to make all building regulations at their discretion and to establish building-lines on any or all streets The council of the defendant city passed an ordinance giving power to the owners of two-thirds of the property on any street to decide upon the location of a building line on that street, and requiring the street commissioners to establish such line, not less than five nor more than thirty feet from the street. The owners of two-thirds of the property settled on a line fourteen feet from the street, and for failing to conform to this line the plaintiff in error was fined in accordance with the city ordinance. The constitutionality of the ordinance and of the statute under which it was enacted was attacked on the ground that it took property without due process of law. *Held* that the municipal ordinance requiring the establishment of a building-line upon request of owners of two-thirds of abutting property is not a valid exercise of the police power, and is therefore unconstitutional. *Eubank* v. *City of Richmond* (1912), 33 Sup. Ct. 76.

In disposing of this case the Supreme Court of the United States reversed the decision of the Supreme Court of Virginia, from which court the principal case was appealed. *Eubank* v. *City of Richmond,* 110 Va. 749, 67 S. E. 276, 19 Ann. Cas. 186. The Supreme Court was satisfied to rest its opinion upon the ground that it was unlawful to place the power of regulating the building-line in the hands of the property owners, and did not enter into the question as to whether the city itself could establish such a line. The Supreme Court of Virginia reached its conclusion on the latter ground, saying: "The statute is neither unreasonable nor unusual, and was passed in good faith in the interest of the health, safety, comfort or convenience of the public, and for the benefit of the property owners generally who are affected by its provisions. The fact that an æsthetic reason entered into the enactment of the statute did not invalidate it." But the soundness of the Virginia court's reasoning is questionable. Restrictive legislation relative to the use of one's property for building purposes has often been before the courts. It is constitutional to divide a city into sections and prescribe the height of buildings in each section. *Welch* v. *Swasey,* 193 Mass. 364, 79 N. E. 745, 118 Am. St. Rep. 523, Affd. in 214 U. S. 91; *People* v. *D'Oench,* 111 N. Y. 359, 18 N. E. 862. Parties can be required to secure building permits. *Hasty* v. *Huntington,* 105 Ind. 540, 5 N. E. 559; *Commissioners* v. *Covey,* 74 Md. 262, 22 Atl. 266. Fire zones can be established and the nature of building material restricted. *Eureka* v. *Wilson,* 15 Utah 53, 48 Pac. 150; *King* v. *Davenport,* 98 Ill. 305. But under a statute granting the power to regulate buildings an ordinance compelling a builder to make his building conform in general character to those previously built is unauthorized. *Bostock* v. *Sams,* 95 Md. 400, 52 Atl. 665, 93 Am. St. Rep. 394. It has been held that a building-line can be established by a municipality. *Berger* v. *Hurley,* 73 Conn. 536, 48 Atl. 215; *Nor-*